

BURLINGTON NORTHERN

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Mrs. Mildred R. Lee
Room 1227
Interstate Commerce Commission
Washington, D. C. 20423

May 3, 1976

Dear Mrs. Lee:

In accordance with my telephone conversation with you today I enclose two copies of page 30 of Burlington Northern Inc. Equipment Trust of 1976, Series 2. This page is to be substituted for the corresponding page in the document which was recorded with the Commission on April 21 and which was assigned recordation No. 8296. The only change in this page from the page in the document that has been recorded is that the last line should be interchanged with the second from the last line so that the paragraph (b) in which this line appears should read as follows:

"shall make any unauthorized transfer or sublease of any of the Trust Equipment, or, except as herein authorized,"

Very truly yours,

John C. Smith
John C. Smith

JCS:je
Enclosures

RECORDATION NO. *8296* Filed & Recorded

MAY 4 1976 - 2 01 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8296-A Filed & Recorded

MAR 28 1977 -11 25 AM

INTERNATIONAL COMMERCE COMMISSION

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1976, SERIES 2

Supplemental Agreement

AGREEMENT dated as of the 18th day of February, 1977, by and between CITIBANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, (hereinafter called the Trustee), of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company), of the second part. Words defined in the Agreement hereinafter described are used herein as so defined unless otherwise expressly provided or unless the context otherwise requires.

WHEREAS, by a certain Equipment Trust Agreement dated as of May 13, 1976 (hereinafter called the Agreement) executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1976, Series 2"; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of Equipment described in Schedule A to the Agreement (hereinafter called the Original Equipment) for a term of 15 years from and after May 13, 1976, upon the terms and conditions therein specified; and

WHEREAS, the Company has determine that the aggregate final cost of the Original Equipment is less than 125% of the aggregate principal amount of the Trust Certificates issued under the Agreement and Section 3.04 of the Agreement requires that the Company transferred additional equipment to the Trust in order that the aggregate final cost of the Trust Equipment will be at least 125% of the aggregate principal amount of the Trust Certificate issued under the Agreement.

NOW, THEREFORE, pursuant to the provisions Section 3.04 of the Agreement, Schedule A is hereby amended by adding one (1) Caboose bearing Road No. FWD 168 (hereinafter called the Additional Equipment) and in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all of the terms and conditions of the Agreement as though the Additional Equipment has been a part of the Original Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

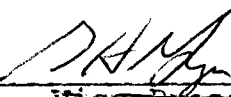
The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto

affixed as of the day and year first written.

CITIBANK, N.A., AS TRUSTEE

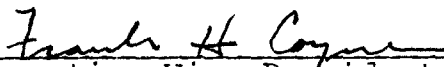
By 
~~Vice President~~
Senior Trust Officer

ATTEST:


~~Assistant Secretary~~
TRUST OFFICER

(CORPORATE SEAL)

BURLINGTON NORTHERN INC.

By 
Executive Vice President-
Finance and Administration

ATTEST:


Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 22ND day of ~~February~~ ^{MARCH}, 1977, before me personally appeared G. H. Gregor, to me personally known, who being by me duly sworn, says that he is a ~~Vice President~~ ^{Senior Trust Officer} of CITIBANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

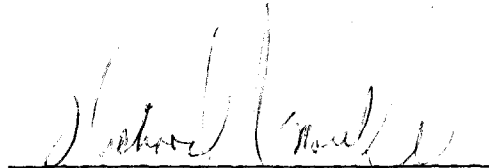


ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. Filed in New York County
Term Expires March 30, 1978

(SEAL)

STATE OF MINNESOTA)
) SS.:
COUNTY OF RAMSEY)

On this 22nd day of February, 1977, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration of Burlington Northern Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Richard J. Woulfe
Notary Public - Minnesota
Ramsey County
My Commission Expires April 30, 1977

(SEAL)

